

course of this contract. Who is supposed to pay the inspection permits that the plumbing contractor...the plumbing contractor takes out the permits, who is to pay those? The plumbing contractor, general contractor or the owner? These disputes arise all of the time in a construction contract. Currently, the only way to resolve those if the two parties don't agree is to bring them in front of the court. There was a case here in front of the Supreme Court of Nebraska last year as to who was supposed to have paid the fees to the Metropolitan Utilities District of Omaha to hook up the water supply, not the sort of thing that should have to go all the way to the Supreme Court of the State of Nebraska. What this bill would do, it would allow the two parties, if they decided ahead of time that we don't want those disputes, we don't want to have to go court with those disputes, we want to try arbitration first, would allow those two parties to put that into the contract. That is what it does. First of all, I don't think we can emphasize strongly enough...I know it has been repeated, but people are not listening all that well this early in the session, it is mutually agreeable at the time that the contract is agreed to, whether that be a labor contract or whether that be a construction contract. I was visiting with one of the representatives of one of the subdivisions yesterday who said they don't want this because they don't want to have to arbitrate cases. I said, well, why don't you just not put it in the agreement? Don't agree to put it in. He said, well, we don't want them to have that opportunity to put an arbitration clause in. One of the members...lobbyist for one of the political subdivisions arguing against local control, we don't want them to have that option. What this bill does is it puts in the option of putting an arbitration clause into a contract. The other thing is we tend to, rightfully so I think sometimes, the nonlawyers in this body when we hear four or five lawyers get up and talk about this concept is good, we tend to be somewhat suspicious of it. It is probably not a bad idea to be a little bit suspicious of the lawyers in here from time to time but in this particular case, as near as I can tell, in a lot of ways they are arguing against their own position. What they are saying is rather than litigating a case, rather than having to go to court when you have one of these minor contractual sort of disagreements, let's try something else first. Try something else before you go into Senator Beutler's office, Senator Johnson's office, Senator Hoagland's office, and pay them a big retainer. Try